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September 6, 2024

Dillon McCandless King Coulter & Graham, LLP
ATTN: Michael D. Hnath, Esq.
600 Cranberry Woods Drive, Suite 175
Cranberry Township, PA 16066

VIA E-MAIL AND UPS
mhnath@dmkcg.com

**RE: Infringement of Pennsylvania School Boards Association
Copyrights and Terms of Use
Our File No.: 16747.0001**

Dear Mr. Hnath:

We understand that your firm represents the Mars Area School District (MASD). We represent the Pennsylvania School Boards Association (PSBA). As you are aware, the MASD chose to end its subscription to PSBA's Policy Maintenance Program effective July 11, 2024. During the term of the MASD's subscription to the program, the MASD enjoyed access to, and the right to use, a library of materials which are owned and curated exclusively by the PSBA (the "PSBA Materials"). The PSBA Materials include PSBA's policy guides, which contains hundreds of templates setting forth recommended policy language developed by PSBA to assure that the governmental responsibilities of school entities can be fulfilled in a manner that reflects recommended practices and complies with legal standards and limitations.

PSBA's subscribers use the PSBA Materials as the basis for their district policies and administrative regulations. The MASD took advantage of those benefits during the term of its PSBA subscription. However, former PSBA subscribers are not permitted to continue to use the PSBA Materials once their subscription is terminated, as is the case with the MASD. Doing so violates the terms and conditions of a district's Policy Maintenance Program Participation Agreement (the Agreement) (see Exhibit A for the MASD's Agreement) as well as PSBA's copyrights in the PSBA Materials. See Agreement section 2(e):

"Only for so long as YOU maintain your participation in the Policy Maintenance program or as applicable the Administrative Regulations Program, YOU may use the formatting, style, design, numbering system, editorial enhancements and content originating with a PSBA policy guide or administrative regulation template in maintaining your policies and administrative regulations, including use of that formatting, style, design, numbering system and editorial enhancements in the development and maintenance of locally developed policies and administrative regulations not otherwise based upon or originating with PSBA policy guides or administrative regulations templates."

In an email dated June 28, 2024, upon the notification of MASD's termination of the Agreement, the MASD was notified of PSBA's rights to the PSBA Materials and reminded of the terms of its Agreement, in particular the MASD was reminded that the PSBA Materials are licensed only to active PSBA subscribers.


In the Agreement, the MASD acknowledged and agreed that PSBA's policy guides, administrative regulations templates, PNN and PNN+; including, but not limited to, text, formatting, style, design, numbering system and editorial enhancements are works of authorship subject to copyright owned by PSBA and as to which PSBA reserves all rights. The MASD also agreed that it would not reproduce, distribute, republish, share, circulate, transmit, display, adapt or permit access to the PSBA Materials except in accordance with the terms of the Agreement. The Agreement is clear that all such rights to use the PSBA Materials are limited to the term of the Agreement.

Despite being reminded of PSBA's rights and the MASD's post-Agreement obligations, the MASD has continued, at a minimum, to display the PSBA Materials. Just a few examples of the ongoing use of the PSBA Materials include the MASD's policy *Guidance Counseling*, available here: [112 Guidance Counseling \(edl.io\)](#) (See Exhibit B) and *Maintaining Professional Adult/Student Boundaries*, available here [824 Maintaining Professional Adult-Student Boundaries \(edl.io\)](#) (See Exhibit B). These are just a few examples, but a cursory review of the MASD's policies suggests that many are exact copies of, or derived from, the PSBA Materials. This violates the terms of the Agreement and infringes PSBA's copyrights. To put it simply, once a district terminates its agreement with PSBA, that district may no longer use the PSBA Materials and it must, among other things, develop its own policies.

Accordingly, PSBA demands that the MASD review all its policies and cease all reproduction, distribution, republishing, sharing, circulation, transmission, display or access to such materials to the extent any contain the PSBA Materials or are derived from the PSBA Materials. The MASD's obligation to cease use of all PSBA Materials became effective as of the termination date of the Agreement (July 11, 2024) and MASD acknowledged these obligations in its response to PSBA's email regarding the matter. However, in the past three months, the MASD has apparently taken no action to resolve this matter; thus, it's violations of the Agreement and infringement of PSBA's copyrights are willful. PSBA will not allow this situation to continue unabated. **Therefore, within ten (10) days of the date of this letter, PSBA demands a response affirming that the MASD's will honor the Agreement and will comply with PSBA's demands within thirty (30) days. Absent such an affirmative acknowledgement and action by the MASD, PSBA will have no choice but to consider all possible legal remedies available to protect its valuable intellectual property.**

Please do not hesitate to contact me if you wish to discuss this matter. The foregoing is without prejudice to PSBA's rights and remedies in connection with this matter, all of which are expressly reserved. This letter is for settlement purposes only.

Sincerely,



Brian P. Gregg
MCNEES WALLACE & NURICK LLC

Enclosures

Exhibit A



**PSBA POLICY MAINTENANCE PROGRAM
PARTICIPATION AGREEMENT**

This Agreement sets forth the terms and conditions of participation by the school entity named below (YOU) in the Policy Maintenance Program and if selected in the Administrative Regulations Program ("the programs") of the Pennsylvania School Boards Association (PSBA). YOUR agreement to these terms and conditions is required in order for YOU to continue participating in one or both of these programs.

School Entity (YOU): Mars Area School District

Effective date: July 1, 2023

This Agreement is effective for the July 1, 2023 – June 30, 2024 program year and shall remain in effect for subsequent program years until such time as YOU elect to discontinue YOUR participation in the Policy Maintenance Program or YOUR participation is otherwise terminated as provided for in this Agreement. YOUR election to continue participating in the Policy Maintenance Program and if selected, the Administrative Regulations Program, is indicated annually when YOU select them from among optional programs and services listed on the PSBA membership dues invoice and pay the associated fees specified on the invoice. Such fees are non-refundable except as may be expressly provided for in this Agreement.

1. Program Description and Components

Summary

The PSBA Policy Maintenance Program and Administrative Regulations Program are offered as tiered policy and administrative regulations management available to PSBA member school entities that choose to participate at a desired level of service. Among other features, PSBA provides participants with access to policy guides and administrative regulation templates, distributes updates thereto and related instructions and newsletters, provides assistance to participants in customizing, supplementing and further tailoring their local policies and processing administrative regulations as well as in maintaining their local policy and administrative regulations manuals. A web-based platform allows participants to access designated policy guides and administrative regulation templates, to review, edit and circulate drafts of the participant's own content in a restricted access back-end view, and to publish to the general public final versions of their officially adopted content currently in effect via a link to a public access view of only that selected content.

Policy Guides

At the core of the Policy Maintenance Program are the policy guides, which include hundreds of templates setting forth recommended policy language developed by PSBA to assure that the governmental responsibilities of school entities can be fulfilled in a manner that reflects recommended practices and complies with legal standards and limitations. Assembled together, the policy guides form a comprehensive policy manual addressing all common aspects of school entity operations and responsibilities for which local policies are recommended, and they exist in multiple versions specific to the three standard types of Pennsylvania public school entities (school district, intermediate unit and career and technical school). Built into many policy guides are optional provisions and alternatives among which participants may choose as a means of tailoring policies to local needs and preferences. Further local customization by participants is encouraged and supported by PSBA.

Policy guides are updated and revised as deemed appropriate by PSBA to reflect changes in legal mandates and other parameters due to new legislation, regulations, court decisions or non-regulatory guidance pronouncements of state and federal agencies. Policy guides contain footnotes indicating the sources of law necessitating various provisions, with hyperlinks to those sources of law when available online.

Participants in the Policy Maintenance Program receive all new and newly-updated policy guides that are published by PSBA in the course of a program year and upon request will be provided with up to ten (10) additional policy guides per program year. The governing board of a school entity that has separately engaged PSBA for a comprehensive policy development service will have before it for adoption a complete set of the most current policy guides customized for that particular school entity. An entity that has separately engaged PSBA for a comprehensive policy review service, based on the need to bring an existing but substantially outdated local policy manual up to date, will be provided all necessary policy guides customized for that particular school entity. The policy development and policy review services are separate fee-based services that are not included in the Policy Maintenance Program or Administrative Regulations Program.

Policy News Network

Policy News Network (PNN) is an electronic newsletter published several times annually to all participants in the Policy Maintenance Program. Its function is to alert participants when new policy guides are available or existing policy guides have been updated and to deliver the new or updated guides, with explanations of why PSBA considers each update or new policy guide to be necessary or recommended, and what steps participants should take in order to incorporate the changes into their local policy manual. In addition to the new or updated policy guides and related explanations, PNN issues frequently contain additional information about related developments that may have an impact on a school entity's policy-related decisions and implementing actions. Participants may receive approximately four issues of PNN per year each including multiple new or updated policies, but the PNN is published on an as-needed basis only and there is no guaranteed minimum number of annual PNN issues.

Administrative Regulations Templates

Entities that participate in the Policy Maintenance Program may choose also to participate in the Administrative Regulations Program, which provides them access to administrative regulation templates having a function similar to that of policy guides, but which are typically approved by school entity administration to provide more detailed guidance that operationalizes and directs the implementation by staff of functions and responsibilities established in corresponding board policies. Participation in the Policy Maintenance Program is required in order to participate in the Administrative Regulations Program.

Like policy guides, administrative regulations templates are updated and revised as deemed appropriate by PSBA to reflect changes in legal mandates and other parameters due to new legislation, regulations, court decisions or non-regulatory guidance pronouncements of state and federal agencies.

Participants in the Administrative Regulations Program receive all new and newly-updated templates that are published by PSBA in the course of a program year, and upon request will be provided with up to twenty-five (25) additional templates per year. Participants have the option of purchasing a complete set of templates when they begin participating for an additional one-time fee, as an alternative to gradually building a manual of administrative regulations with what is included annually in the Administrative Regulations Program.

Policy News Network+ (PNN+)

Participants in the Administrative Regulations Program receive an enhanced version of the PNN electronic newsletter titled "Policy News Network+" or "PNN+", which contains all information published in and with the PNN, plus additional information about new administrative regulations templates and updates to existing templates, which like the policy guides are published and made available to participants via periodic PNN+ issues.

Web-Based Policy Management System

Most components of the Policy Maintenance Program and Administrative Regulations Program are available to participants only through an internet-based, password-protected platform that provides a system enabling participating entities to efficiently manage, process, maintain and publish their local policies and (if also participating) administrative regulations. Participating entities may designate up to three (3) individuals as "authenticated users" who will be provided user names and passwords ("access credentials") enabling them to log into the secure back-end system elements dedicated exclusively to their school entity.

Access to the web-based system is the exclusive means of receiving the PNN and associated policy guides, or the PNN+ and associated administrative regulations templates if also participating in the Administrative Regulations Program. When additional guides and templates are requested pursuant to the annual supplementary allocation, they are provided via this platform. The system provides features for internally managing the local customization and eventual drafting of local policies and administrative regulations, as well as for making the entity's finally adopted policies and administrative regulations available to the general public on a publicly accessible system layer that can be reached via a link on the entity's regular public

website. Participants also are able to use the system to draft, manage and publish locally developed policies and administrative regulations that do not originate with a PSBA policy guide or administrative regulations template.

The online platform for the web-based policy system is the “BoardDocs Policy Management” application, a proprietary product of the Diligent Corporation (“Diligent”), which is made available to participants pursuant to a contract between Diligent and PSBA. The platform includes a feature allowing participants to search for and view sample policies that have been finally adopted and made public by other school entities elsewhere in Pennsylvania or outside the state that use the BoardDocs web-based platform to manage their local policies.

Participating entities pay no fee in addition to applicable program participation fees for use of the BoardDocs Policy Management application. However, access to these features on BoardDocs does not include the BoardDocs paperless meeting application unless the school entity has separately subscribed to that service, for which PSBA is the reseller for designated school entities in Pennsylvania. When participants also subscribe to the BoardDocs paperless meeting service, the paperless meeting features and the policy maintenance features both are accessed through the same online interface. The issuance of access credentials to participants that also subscribe to a BoardDocs paperless meeting service is governed by the BoardDocs End User Agreement applicable to that service and is not subject to the three (3) authenticated user limit mentioned above.

Policy and Administrative Regulation Support

As part of the Policy Maintenance Program, PSBA’s Policy Services team provides quality control and administrative support for use of the web-based system and other elements of policy management needs. When PSBA is notified that a participant intends to adopt a policy not originating with a PSBA policy guide, PSBA non-lawyer policy coordinators review the content for clarity and organization and to ensure consistent formatting. PSBA does not provide legal review by attorneys of locally-developed policies or substantive changes made to PSBA policy guides, other than assistance adding links to relevant legal authorities where appropriate, but if potential problems are noted, policy coordinators will notify the participant and encourage consultation with the entity’s local solicitor. Once draft policies are finally adopted, regardless of origin, PSBA coordinators remind participants to ensure that they are properly moved from the draft policy area to the active policy area of the system where the public may have access, and that prior policies no longer in effect are properly moved to the retired policy area for historical purposes. Support for administrative regulations is limited to assistance with formatting and use of the web-based system. Online training resources, periodic web-based policy system training webinars and, upon request, individual web-based training sessions are provided for participants at no additional fee. In order to provide quality control, assistance, training and other support, selected PSBA employees have continuing online access to each participating entity’s secure back-end policy management area.

2. Copyright Acknowledgment and Permissions

YOU hereby acknowledge that the PSBA policy guides, administrative regulations templates, PNN and PNN+, including but not limited to text, formatting, style, design, numbering system and editorial enhancements (the "PSBA copyrighted materials") are works of authorship subject to copyright owned by PSBA, and as to which PSBA reserves all rights pertaining and appurtenant to such copyright. YOU agree that you will treat the PSBA copyrighted materials in a manner consistent with such copyright and the permissions provided to YOU in this Agreement. YOU are not permitted to reproduce, distribute, republish, share, circulate, transmit, display, adapt or permit access to the PSBA copyrighted materials except in accordance with the provisions of this agreement.

PSBA grants you the following permissions for the duration of your participation in the Policy Maintenance Program and if applicable in the Administrative Regulations Program:

- (a) YOU may circulate the PSBA copyrighted materials internally to YOUR solicitor and individuals within YOUR organization having a role in YOUR adoption and management of policies and as applicable administrative regulations, including making copies as necessary in the course of those functions, provided that such copies are not circulated, distributed or otherwise provided to persons or organizations outside YOUR organization other than your solicitor or other retained counsel;
- (b) In the course of YOUR adoption process YOU may add YOUR organization's identifying information and otherwise modify, adapt, customize and tailor the policy guides and as applicable the administrative regulations templates to suit YOUR local needs and preferences;
- (c) When YOUR governing body has finally adopted a policy based upon a policy guide or YOUR superintendent, chief school administrator or governing board has finally approved an administrative regulation based upon an administrative regulation template, YOU may make such finally adopted policies and administrative regulations currently in effect available to the general public on a continuing basis via the web-based policy management system or by other means of YOUR choosing, and copies may be made of them by others;
- (d) When versions of the policy guides or as applicable administrative regulations templates that have been modified by YOU are at the stage of your adoption process where they will be presented to YOUR governing board or committees thereof for consideration, deliberation, adoption or other official action at a public meeting, YOU may make such recommended drafts available to the public as part of meeting agenda-related materials and limited to that purpose, provided that after any policy or administrative regulation is finally adopted and becomes in effect there is no further publication of such drafts except to the extent and in the form that they constitute finally adopted policies or administrative regulations as provided in (c) above;
- (e) Only for so long as YOU maintain your participation in the Policy Maintenance Program or as applicable the Administrative Regulations Program, YOU may use the formatting, style, design, numbering system, editorial enhancements and content originating with a

PSBA policy guide or administrative regulation template in maintaining your policies and administrative regulations, including use of that formatting, style, design, numbering system and editorial enhancements in the development and maintenance of locally developed policies and administrative regulations not otherwise based upon or originating with PSBA policy guides or administrative regulations templates;

- (f) In the event that YOU receive a request for public records pursuant to the Pennsylvania law known as the "Right-to-Know Law" or its successor seeking access to the PSBA copyrighted materials, other than policies or administrative regulations having reached the stage where they constitute recommended drafts or finally adopted documents that may be made public as addressed in (c) and (d) above, and YOU have not denied the request for reasons other than PSBA copyright protection, YOU may grant access to the PSBA copyrighted materials, provided that such access shall be limited to permitting the requester to view the materials in person on YOUR premises, and shall not include the furnishing of any electronic or paper copies of the materials nor electronic display or transmission of the materials except as displayed on a device owned and controlled by YOUR organization under the supervision of an employee of YOUR organization.

3. Notification of Right-to-Know Law Requests

In the event that YOU receive a request for public records pursuant to the Pennsylvania law known as the "Right-to-Know Law" or its successor seeking access to the PSBA copyrighted materials, other than policies or administrative regulations having reached the stage where they constitute recommended drafts or finally adopted documents that may be made public as addressed in (c) and (d) of the second paragraph of Section 2 above, AND such PSBA copyrighted materials become a subject of an appeal by the requester to the Office of Open Records or successor agency, YOU shall promptly notify PSBA of such appeal so as to enable PSBA, at PSBA's option, to participate in the appeal as an interested third party. Such notice to PSBA is NOT necessary if the request or appeal are limited only to materials that may be made public as provided in (c) and (d) of the second paragraph of Section 2 above.

4. Acceptance of BoardDocs Policy Management Acceptable Use Policy, Service Level Agreement and End User Agreement Required by Diligent Corporation.

YOUR use of the web-based policy management system via Diligent's BoardDocs Policy Management application is subject to the terms of the BoardDocs End User Agreement for PSBA policy participants, and BoardDocs Acceptable Use Policy, Service Level Agreement, End User Agreement, Privacy Policy and Cookie Policy, each of which is available for review online at:

BoardDocs End User Agreement:

<https://www.psba.org/wp-content/uploads/2019/08/End-User-Agreement.pdf>

Acceptable Use Policy and Service Level Agreement:

<https://go.boarddocs.com/Home.nsf/legal>

(Web-Based Policy System Login Required)

Privacy Policy:

<https://boarddocs.com/privacy-policy/>

Cookie Policy: <https://diligent.com/cookie-policy/>

Terms of Use: <https://diligent.com/terms-of-use>

By using the web-based policy management system YOU accept the terms and conditions of those documents. If YOU do not wish to accept those terms and conditions, YOU are not permitted to use the system and YOU must promptly notify PSBA of your non-acceptance. Such terms and conditions shall be supplementary to those set forth in an End User Agreement applicable to a BoardDocs paperless meeting service to which YOU subscribe and shall not be construed to supersede conflicting terms and conditions.

5. Protection of Access Credentials and System Security

The number of usernames and passwords ("access credentials") provided for the use of YOUR organization is limited to three (3), other than by exception provided for in PSBA's contract with Diligent. This limit does not apply to participants who also subscribe to a BoardDocs paperless meeting service, for which an End User Agreement applicable to that service governs the issuance of access credentials. Designated individuals of YOUR organization to whom access credentials have been given are prohibited from sharing such credentials to other individuals within or outside of YOUR organization. No person other than designated users possessing their own access credentials shall be permitted to have access to or use of any part of the web-based policy management system that requires access credentials to use or view. Requests to terminate access credentials and/or establish new access credentials based on changes in designated users must be made to PSBA.

6. Participant Data Export

Upon YOUR request made to Diligent, Diligent will export YOUR data from the BoardDocs service database in its native format at no charge to YOU. Except as may be otherwise provided in the End User Agreement applicable to a BoardDocs paperless meeting service to which YOU subscribe, if YOU desire Diligent to convert the data into any format other than its native format, Diligent will charge YOU two-hundred and fifty dollars (\$250) per hour for such conversion services, which YOU are solely responsible for paying to Diligent. Requests for data export must be made no later than thirty (30) days after termination of YOUR participation.

7. Payment Terms

Annual fees for participation in the programs shall be in the amounts stated on the annual PSBA dues invoice, and unless participation commences partway through a program year, payment of such fees shall be made in full no later than July 15 of each year or other designated deadline printed on the PSBA dues invoice, the deadline for PSBA annual dues. Participation in the programs is limited to PSBA members in good standing, and PSBA reserves the right to suspend YOUR participation or access to the web-based policy management system in the event payment of fees or membership dues has become delinquent. Applicable annual program fees are due in their entirety on account of participation for any portion of a program year, whether or not YOUR participation is later terminated due to non-payment of fees or PSBA dues or due to YOUR withdrawal otherwise from PSBA membership. Payment of any fees that may remain due and owing on account of prior participation is required in order to resume participation.

8. Program Modifications or Discontinuation

PSBA reserves the right at its sole discretion to modify the prices, features included or offered, and other terms of participation in the programs applicable to future program years, and to require eligible entities desiring to continue participating for ensuing program years to execute amendments to this Agreement reflecting any such modifications. PSBA further reserves the right at any time to discontinue offering the programs entirely, in which case PSBA will provide YOU a pro-rata refund of fees previously paid for the program year during which the programs are discontinued by PSBA.

9. Termination Rights

YOU may voluntarily terminate your participation in the programs subject to this Agreement at any time by providing written notice to PSBA. If PSBA receives notice that YOU are terminating YOUR participation after the program year has commenced, the applicable fees for the full program year shall remain due and payable in their entirety. Fees previously paid on account of participation in such programs are not refundable in whole or part when YOU choose to terminate your participation.

YOUR participation in the programs shall be terminated without refund in whole or part of fees previously paid if YOUR organization terminates its membership in PSBA, or otherwise fails to pay the annual PSBA dues or additional fees required for participation in the programs.

PSBA may, at its option, terminate YOUR participation in the programs without refund in whole or part in the event YOU violate the terms of this Agreement or those referred to in Section 4 above.

Upon notice of termination by YOU or PSBA, YOU will be provided with official notice that access to the PNN and policy guides or administrative regulations templates will be immediately terminated, and access to the web-based policy system containing YOUR data will be terminated in 30 days. Participants that subscribe to a BoardDocs paperless meeting service will retain access to YOUR data in accordance with the terms of the BoardDocs End User Agreement.

10. Disclaimer of Warranty

The services, features, content and functionality of any component of the programs subject to this Agreement are offered and provided without warranty of any kind, express or implied.

11. Limitation of Liability

Liability of any nature arising out of this agreement other than for infringement of PSBA's copyright or other intellectual property, regardless of cause or theory of liability, shall not exceed the amount of fees paid for participation. In no event will PSBA be liable for any special, consequential, incidental, direct or indirect damages (including without limitation loss of profit) whether or not PSBA has been advised of the possibility of such loss, regardless of cause or theory of liability, whether to YOU or to any third party claiming against YOU or PSBA.

12. Force Majeure

Neither PSBA or YOU shall be liable for any delay or failure to perform any obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, public health emergency, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.

13. Choice of Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The application of ancillary agreements and terms as identified in Section 4 above shall be governed in accordance with the choice of law provisions contained therein.

14. Integration

The terms set forth in this Agreement constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment or supplement signed by properly authorized representatives of both parties.

15. Pronouns and Plurals

Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference to the masculine gender shall be meant to include the female and neuter and vice versa.

16. Headings

The headings of any section or paragraph are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

17. Severability

The provisions of this Agreement are severable. In the event any provision is held by a court to be unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any court construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof to the extent reasonably necessary to render such provision effective and enforceable.

18. Provisions Surviving Termination

The following provisions shall survive termination of YOUR participation and continue to be binding upon YOU and PSBA:

- (a) Section 2, first paragraph and subparagraphs (c) and (f) of second paragraph (relating to copyright).

- (b) Section 3 (relating to Right-to-Know Law requests).
- (c) Section 6 (relating to export of YOUR data).
- (d) Section 7 (relating to payment terms).
- (e) Sections 10 through 17 (pertaining to disclaimer of warranty, limitation of liability, force majeure, choice of law, integration, pronouns and plurals, headings and severability).
- (f) This Section 18 (provisions surviving termination).

19. Authority

All persons signing this Agreement on behalf of PSBA and YOU hereby personally covenant and warrant that they are duly authorized to do so with binding effect.

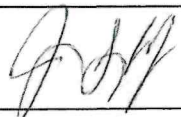
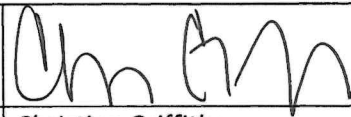

For: <u>Mars Area School District</u>		For: Pennsylvania School Boards Association	
Signature:		Signature:	
Name:	<u>John Kennedy</u>	Name:	<u>Christina Griffiths</u>
Title:	<u>Board President</u>	Title:	<u>Chief Operating Officer</u>
Date:	<u>8/2/23</u>	Date:	<u>9.14.23</u>
Signature: 			
Name:	<u>Deborah Brandstetter</u>		
Title:	<u>Board Secretary</u>		
Date:	<u>8/2/23</u>		

EXHIBIT B

**Mars Area School District**

545 Route 228; Mars, Pa. 16046

Ph: (724) 625-1518

Fax: (724) 625-1060

Website: www.marsk12.org

Book	Policy Manual
Section	100 Programs
Title	Guidance Counseling
Number	112
Status	Active
Legal	<u>1. 22 PA Code 4.34</u> <u>2. 22 PA Code 12.41</u> <u>3. 22 PA Code 12.16</u> 4. Pol. 207 5. Pol. 103 6. Pol. 103.1 Pol. 146
Adopted	December 1, 2015

Purpose

A guidance counseling program is an integral part of the instructional program of District schools. Such a program can:

1. Assist students in achieving their optimum potential.
2. Enable students to significantly benefit from the offerings of the instructional program.
3. Identify intellectual, emotional, social and physical needs.
4. Aid students in recognizing options and making choices in vocational and academic educational planning.[\[1\]](#)
5. Assist students in identifying career options consistent with their abilities and goals.
6. Help students learn to make their own decisions and to solve problems independently.

Authority

The Board directs that students shall be provided a program of guidance and counseling which involves the coordinated efforts of all staff members, under the professional leadership of certificated guidance and counseling personnel.[\[1\]](#)[\[2\]](#)

Delegation of Responsibility

The Superintendent or designee is directed to implement and maintain a guidance program that serves the needs of students.

Guidelines

The District's program of guidance counseling shall:

1. Be an integral part of the instructional program at all levels of the School District.
2. Involve staff members at every appropriate level.
3. Honor the individuality of each student.
4. Be coordinated with services provided by locally available social and human services agencies.[\[3\]](#)
5. Cooperate with parents/guardians and address their concerns regarding the development of their child.
6. Provide means for sharing information among appropriate staff members in the best interests of the student.[\[4\]](#)
7. Be available equally to all students.[\[5\]](#)[\[6\]](#)
8. Establish a referral system that utilizes resources offered by the school and community, guards the privacy of the student, and monitors the effectiveness of such referrals.

**Mars Area School District**

545 Route 228; Mars, Pa. 16046

Ph: (724) 625-1518Fax: (724) 625-1060Website: www.marsk12.org

Book	Policy Manual
Section	800 Operations
Title	Maintaining Professional Adult/Student Boundaries
Number	824
Status	Active
Legal	<u>1. 24 P.S. 510</u> <u>2. Pol. 818</u> <u>3. Pol. 103</u> <u>4. Pol. 103.1</u> <u>5. Pol. 248</u> <u>6. Pol. 815</u> <u>7. 23 Pa. C.S.A. 6311</u> <u>8. Pol. 806</u> <u>9. 24 P.S. 2070.9a</u> <u>10. Pol. 317.1</u> <u>11. 24 P.S. 1302.1-A</u> <u>12. 24 P.S. 1303-A</u> <u>13. 22 PA Code 10.2</u> <u>14. 22 PA Code 10.21</u> <u>15. 22 PA Code 10.22</u> <u>16. Pol. 805.1</u> <u>17. Pol. 348</u> <u>18. Pol. 317</u> <u>22 PA Code 235.1 et seq</u> <u>24 P.S. 2070.1a et seq</u> <u>23 Pa. C.S.A. 6301 et seq</u>
Adopted	November 7, 2016

Authority

This policy applies to District employees, volunteers, student teachers, and independent contractors and their employees who interact with students or are present on school grounds. For purposes of this policy, such individuals are referred to collectively as **adults**. The term **adults**, as used in this policy, does not include District students who perform services on a volunteer or compensated basis.

All adults shall be expected to maintain professional, moral and ethical relationships with District students that are conducive to an effective, safe learning environment. This policy addresses a range of behaviors that include not only obviously unlawful

or improper interactions with students, but also precursor grooming and other boundary-blurring behaviors that can lead to more egregious misconduct.

The Board directs that all adults shall be informed of conduct that is prohibited and the disciplinary actions that may be applied for violation of Board policies and administrative procedures and regulations.^[1]

This policy is not intended to interfere with appropriate pre-existing personal relationships between adults and students and their families that exist independently of the District or to interfere with participation in civic, religious or other outside organizations that include District students.

Definition

For purposes of this policy, **legitimate educational reasons** include matters or communications related to teaching, counseling, athletics, extracurricular activities, treatment of a student's physical injury or other medical needs, school administration or other purposes within the scope of the adult's job duties.

Delegation of Responsibility

The Superintendent or designee shall annually inform students, parents/guardians, and all adults regarding the contents of this Board policy through employee and student handbooks, posting on the District website, and by other appropriate methods.

The Building Principal or designee shall be available to answer questions about behaviors or activities that may violate professional boundaries as defined in this policy.

Independent contractors doing business with the District shall ensure that their employees who have interaction with students or are present on school grounds are informed of the provisions of this policy.^[2]

Guidelines

Adults shall establish and maintain appropriate personal boundaries with students and not engage in any behavior that is prohibited by this policy or that creates the appearance of prohibited behavior.

Prohibited Conduct

Romantic or Sexual Relationships

Adults shall be prohibited from dating, courting, or entering into or attempting to form a romantic or sexual relationship with any student enrolled in the District, regardless of the student's age. Regardless of their age, students are not legally capable of consenting to romantic or sexual interactions with adults.

Prohibited romantic or sexual interaction involving students includes, but is not limited to:

1. Sexual physical contact.
2. Romantic flirtation, propositions, or sexual remarks.
3. Sexual slurs, leering, epithets, sexual or derogatory comments.
4. Personal comments about a student's body.
5. Sexual jokes, notes, stories, drawings, gestures or pictures.
6. Spreading sexual or romantic rumors.
7. Touching a student's body or clothes in a sexual or intimate way.
8. Accepting massages, or offering or giving massages other than in the course of injury care administered by an athletic trainer, coach, or health care provider.
9. Restricting a student's freedom of movement in a sexually intimidating or provocative manner.
10. Displaying or transmitting sexual objects, pictures, or depictions.

Social Interactions

To maintain professional boundaries, adults shall ensure that their interactions with students are appropriate.

Examples of prohibited conduct that violates professional boundaries include, but are not limited to:

1. Disclosing personal, sexual, family, employment concerns or other private matters to one or more students.
2. Exchanging notes, e-mails or other communications of a personal nature with a student, including on social media.
3. Giving personal gifts, cards or letters to a student without written approval from the Building Principal.
4. Touching students without a legitimate educational reason. (Reasons could include the need for assistance when injured, a kindergartner having a toileting accident and requiring assistance, appropriate coaching instruction, or appropriate music instruction).

5. Singling out a particular student or students for personal attention or friendship beyond the ordinary professional adult-student relationship.
6. Taking a student out of class without a legitimate educational reason.
7. Being alone with a student behind closed doors without a legitimate educational reason.
8. Initiating or extending contact with a student beyond the school day or outside of class times without a legitimate educational reason.
9. Sending or accompanying a student on personal errands.
10. Inviting a student to the adult's home.
11. Going to a student's home without a legitimate educational reason and prior notification and approval from the Building Principal.
12. Taking a student on outings without prior notification to and approval from both the parent/guardian and the Building Principal.
13. Giving a student a ride alone in a vehicle in a non-emergency situation without prior notification to and approval from both the parent/guardian and the Building Principal.
14. Addressing students or permitting students to address adults with personalized terms of endearment, pet names, or otherwise in an overly familiar manner.
15. Telling a student personal secrets or sharing personal secrets with a student.
16. For adults who are not guidance/counseling staff, psychologists, social workers or other adults with designated responsibilities to counsel students, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, the student should be referred to the appropriate school resource.
17. Furnishing alcohol, drugs or tobacco to a student or being present where any student is consuming these substances.
18. Engaging in harassing or discriminatory conduct prohibited by other District policies or by state or federal law and regulations.[3][4][5]

Electronic Communications

For purposes of this policy, **electronic communication** shall mean a communication transmitted by means of an electronic device including, but

not limited to, a telephone, cellular telephone, computer, tablet, computer network, personal data assistant or pager. Electronic communications include, but are not limited to, e-mails, instant messages and communications made by means of an Internet website, including social media and other networking websites.

As with other forms of communication, when communicating electronically, adults shall maintain professional boundaries with students.

Electronic communication with students shall be for legitimate educational reasons only.

When available, District-provided e-mail or other District-provided communication devices shall be used when communicating electronically with students. The use of District-provided e-mail or other District-provided communication devices shall be in accordance with District policies and procedures.[6]

Adults shall not follow or accept requests for current students to be friends or connections on PERSONAL social networking sites. Adults may not use or post the District logo (defined as the Mars M or the Mars Athletic M) on any personal social media network.

Adults wishing to create and use class/team/activity or club websites, Twitter accounts, and other social media communication tools for school purposes shall annually secure written approval of the Building Principal. Upon written approval, the adult shall create the publicly accessible account through their school provided e-mail and clearly and visibly define the site as District-approved for educational purposes only. Educational purposes shall be reflected in content, the accepted followers/connections, and those who/that are chosen to be followed/connected. All District-approved sites shall be published on the appropriate pages on the District's website. This account must be used exclusively for District-related communications only; personal social media accounts shall not be used for school-related messaging.

All electronic communications from coaches and advisors to team or club members shall be sent in a single communication to all participating team or club members, except for communications concerning an individual student's medical or academic privacy matters, in which case the communications will be copied to the Building Principal. In the case of sports teams under the direction of the Athletic Director, such medical or academic communications shall also be copied to the Athletic Director.

Adults may not disclose information on any social media network that is confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws, including:

1. Employees may not post images on any District social media network of co-workers without the co-workers' written consent.

2. Employees may not post images of students on any social media network without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.
3. Employees may not post any non-public images of the District premises and property, including floor plans.

Exceptions

An emergency situation or a legitimate educational reason may justify deviation from professional boundaries set out in this policy. The adult shall be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that s/he has maintained an appropriate relationship with the student.

Under no circumstance will an educational or other reason justify deviation from the "Romantic and Sexual Relationships" section of this policy.

There will be circumstances where personal relationships develop between an adult and a student's family, e.g. when their children become friends. This policy is not intended to interfere with such relationships or to limit activities that are normally consistent with such relationships. Adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity.

It is understood that many adults are involved in various other roles in the community through non-District-related civic, religious, athletic, scouting or other organizations and programs whose participants may include District students. Such community involvement is commendable, and this policy is not intended to interfere with or restrict an adult's ability to serve in those roles; however, adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity with regard to all youth with whom they interact in the course of their community involvement.

Reporting Inappropriate or Suspicious Conduct

Any person, including a student, who has concerns about or is uncomfortable with a relationship or interaction between an adult and a student, shall immediately notify the Superintendent, Building Principal or other administrator.[5]

All District employees, independent contractors and volunteers who have reasonable cause to suspect that a child is the victim of child abuse, shall immediately report the suspected abuse, in accordance with applicable law, regulations and Board policy.[7][8]

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Superintendent and his/her immediate supervisor, within fifteen (15) days of discovery of such misconduct.
[9][10]

If the Superintendent or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Child Protective Services Law, the Educator Discipline Act or the Safe Schools Act, the Superintendent or designee shall make a report, in accordance with applicable law, regulations and Board policy.[7][8][9][10][11][12][13][14][15][16]

It is a violation of this policy to retaliate against any person for reporting any action pursuant to this policy or for participating as a witness in any related investigation or hearing.

Investigation

Allegations of inappropriate conduct shall be promptly investigated in accordance with the procedures utilized for complaints of harassment.[5][17]

It is understood that some reports made pursuant to this policy will be based on rumors or misunderstandings; the mere fact that the reported adult is cleared of any wrongdoing shall not result in disciplinary action against the reporter or any witnesses. If as the result of an investigation any individual, including the reported adult, the reporter, or a witness is found to have intentionally provided false information in making the report or during the investigation or hearings related to the report, or if any individual intentionally obstructs the investigation or hearings, this may be addressed as a violation of this policy and other applicable laws, regulations and District policies. **Obstruction** includes, but is not limited to, violation of "no contact" orders given to the reported adult, attempting to alter or influence witness testimony, and destruction of or hiding evidence.

Disciplinary Action

A District employee who violates this policy will be subject to disciplinary action, up to and including termination, in accordance with all applicable District disciplinary policies and procedures.[18]

A volunteer, student teacher, or independent contractor or an employee of an independent contractor who violates this policy may be prohibited from working or serving in District schools for an appropriate period of time or permanently, as determined by the Superintendent or designee.

Training

The District shall provide training with respect to the provisions of this policy to current and new District employees, volunteers and student teachers subject to this policy.

The District, at its sole discretion, may require independent contractors and their employees who interact with students or are present on school grounds to receive training on this policy and related procedures.